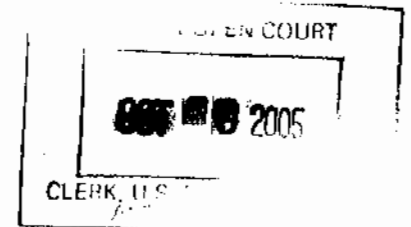


IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA

Alexandria Division



UNITED STATES OF AMERICA

v.

CRAIG J. OLIVER,

Defendant.

CRIMINAL NO. 1:05CR407

PLEA AGREEMENT

Paul J. McNulty, United States Attorney for the Eastern District of Virginia, Robert C. Erickson, Assistant United States Attorney, the defendant, Craig J. Oliver, and the defendant's counsel have entered into an agreement pursuant to Rule 11 of the Federal Rules of Criminal Procedure. The terms of the agreement are as follows:

**1. Offense and Maximum Penalties**

The defendant agrees to waive indictment and plead guilty to a one count criminal information charging the defendant with wire fraud, in violation of Title 18, United States Code, Section 1343. The maximum penalties for this offense is a maximum term of twenty years of imprisonment, a fine of \$250,000.00, full restitution, a special assessment, and three years of supervised release. The defendant understands that this supervised release term is in addition to any prison term the defendant may receive, and that a violation of a term of supervised release could result in the defendant being returned to prison for the full term of supervised release.

**2. Factual Basis for the Plea**

The defendant will plead guilty because the defendant is in fact guilty of the charged offenses. The defendant admits the facts set forth in the statement of facts filed with this plea agreement and agrees that those facts establish guilt of the offense charged beyond a reasonable

doubt. The statement of facts, which is hereby incorporated into this plea agreement, constitutes a stipulation of facts for purposes of Section 1B1.2(a) of the Sentencing Guidelines.

### **3. Assistance and Advice of Counsel**

The defendant is satisfied that the defendant's attorney has rendered effective assistance. The defendant understands that by entering into this agreement, defendant surrenders certain rights as provided in this agreement. The defendant understands that the rights of criminal defendants include the following:

- a. the right to plead not guilty and to persist in that plea;
- b. the right to a jury trial;
- c. the right to be represented by counsel – and if necessary have the court appoint counsel – at trial and at every other stage of the proceedings; and
- d. the right at trial to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence, and to compel the attendance of witnesses.

### **4. Role of the Court and the Probation Office**

The defendant understands that the Court has jurisdiction and authority to impose any sentence within the statutory maximum described above but that the Court will determine the defendant's actual sentence in accordance with 18 U.S.C. § 3553(a). The defendant understands that the Court has not yet determined a sentence and that any estimate of the advisory sentencing range under the U.S. Sentencing Commission's Sentencing Guidelines Manual the defendant may have received from the defendant's counsel, the United States, or the Probation Office, is a prediction, not a promise, and is not binding on the United States, the Probation Office, or the Court. Additionally, pursuant to the Supreme Court's decision in *United States v. Booker*, 125 S. Ct. 738, the Court, after

considering the factors set forth in 18 U.S.C. § 3553(a), may impose a sentence above or below the advisory sentencing range, subject only to review by higher courts for reasonableness. The United States makes no promise or representation concerning what sentence the defendant will receive, and the defendant cannot withdraw a guilty plea based upon the actual sentence.

**5. Waiver of Appeal, FOIA and Privacy Act Rights**

The defendant also understands that Title 18, United States Code, Section 3742 affords a defendant the right to appeal the sentence imposed. Nonetheless, the defendant knowingly waives the right to appeal the conviction and any sentence within the statutory maximum described above (or the manner in which that sentence was determined) on the grounds set forth in Title 18, United States Code, Section 3742 or on any ground whatsoever, in exchange for the concessions made by the United States in this plea agreement. This agreement does not affect the rights or obligations of the United States as set forth in Title 18, United States Code, Section 3742(h). The defendant also hereby waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, Title 5, United States Code, Section 552, or the Privacy Act, Title 5, United States Code, Section 552a.

**6. Waiver of DNA Testing**

The defendant also understands that Title 18, United States Code, Section 3600 affords a defendant the right to request DNA testing of evidence after conviction. Nonetheless, the defendant knowingly waives that right. The defendant further understands that this waiver applies to DNA testing of any items of evidence in this case that could be subjected

to DNA testing, and that the waiver forecloses any opportunity to have evidence submitted for DNA testing in this case or in any post-conviction proceeding for any purpose, including to support a claim of innocence to the charges admitted in this plea agreement.

**7. Special Assessment**

Before sentencing in this case, the defendant agrees to pay a mandatory special assessment of one hundred dollars (\$100.00) per count of conviction.

**8. Payment of Monetary Penalties**

The defendant understands and agrees that, pursuant to Title 18, United States Code, Sections 3613, whatever monetary penalties are imposed by the Court will be due and payable immediately and subject to immediate enforcement by the United States as provided for in Section 3613. Furthermore, the defendant agrees to provide all of his financial information to the United States and the Probation Office and, if requested, to participate in a pre-sentencing debtor's examination. If the Court imposes a schedule of payments, the defendant understands that the schedule of payments is merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment. If the defendant is incarcerated, the defendant agrees to participate in the Bureau of Prisons' Inmate Financial Responsibility Program, regardless of whether the Court specifically directs participation or imposes a schedule of payments.

**9. Restitution for Offense of Conviction**

The defendant agrees to the entry of a Restitution Order for the full amount of the victims' losses. At this time, the Government is aware that the following victims have suffered the following losses:

Home Owner	Street Address	City	State	Zip Code	Loss
Albright, Jamie	[REDACTED]	Fairfax	VA		\$28,000.00
Axenfeld, Cheryl	[REDACTED]	Silver Spring	MD	20902	\$23,000.00
Beidas, Amal	[REDACTED]	Falls Church	VA	22043	\$65,000.00
Berkey, Edmund	[REDACTED]	Alexandria	VA	22301	\$45,000.00
Berndt, Neil	[REDACTED]	Springfield	VA	22151	\$3,000.00
Brennan, Fred	[REDACTED]	Fairfax	VA	22030	\$25,000.00
Brooks, Tom	[REDACTED]	Fairfax Station	VA	22039	\$10,000.00
Campolieto, Shirley	[REDACTED]	Fairfax	VA	22030	\$72,000.00
Capizzi, Kristy	[REDACTED]	Nokesville	VA	20181	\$25,000.00
Cole, David	[REDACTED]	Huntingtown	MD	20639	\$15,500.00
Colee, Clifton	[REDACTED]	Burke	VA	22015	\$10,000.00
Dacanay, Susan	[REDACTED]	Chantilly	VA	20151	\$78,500.00
DePrato, Carol	[REDACTED]	Riverdale Park	MD	20737	\$60,890.00
DeVincentis, Mae	[REDACTED]	Alexandria	VA	22309	\$70,000.00
Doraiswamy, Paul	[REDACTED]	Silver Spring	MD	20904	\$97,380.00
Enatsky, Aaron	[REDACTED]	Falls Church	VA	22043	\$31,500.00
Ennis, Patrick	[REDACTED]	Nokesville	VA	20181	\$55,000.00
Ferrer, Russell	[REDACTED]	Sterling	VA	20164	\$12,000.00
Figel, John (Jack)	[REDACTED]	Fairfax	VA	22030	\$55,000.00
Fine, Michael	[REDACTED]	Arlington	VA		\$202,000.00
Flowers, Nancy	[REDACTED]	Wheaton	MD	20902	\$85,000.00
Foley, Nora	[REDACTED]	Fairfax Station	VA	22039	\$8,600.00
Follmer, Sharon	[REDACTED]	Alexandria	VA	22312	\$90,000.00
French, William	[REDACTED]	Falls Church	VA	22042	\$10,000.00
Hand, William	[REDACTED]	Centreville	VA	20120	\$50,000.00
Hansen, David	[REDACTED]	Annandale	VA	22003	\$39,500.00
Hill, Lisa	[REDACTED]	Fairfax	VA	22033	\$73,500.00
Hofmeister, Douglas	[REDACTED]	Montclair	VA	22026	\$10,000.00
Jackson, Lucius	[REDACTED]	Riverdale Park	MD	20737	\$53,000.00
Jackson, Lucius	[REDACTED]	Silver Spring	MD	20902	\$29,580.00
Johnson, John	[REDACTED]	Fairfax	VA	22030	\$16,000.00
Johnson, David	[REDACTED]	Springfield	VA	22152	\$16,000.00
Johnson, Eric	[REDACTED]	Falls Church	VA	22043	\$25,000.00
Klavin, Nick	[REDACTED]	Fairfax	VA	22032	\$57,500.00
Law, Charles	[REDACTED]	Manassas	VA	20112	\$40,000.00
Lee, Tracey	[REDACTED]	Clifton	VA	20124	\$61,250.00
Malik, Khurshid	[REDACTED]	Vienna	VA	22180	\$20,000.00
Matthews, Anthony	[REDACTED]	Falls Church	VA	22041	\$20,000.00
McGuin, Lori	[REDACTED]	Springfield	VA	22150	\$21,500.00
McHugh, Margaret	[REDACTED]	Alexandria	VA	22309	\$51,000.00
McVeigh, Richard	[REDACTED]	Silver Spring	MD	20905	\$25,000.00
Miller, Raymond	[REDACTED]	Falls Church	VA	22046	\$20,000.00
Miller, Mark	[REDACTED]	Manassas	VA	20111	\$46,150.00

Morris, Geno	[REDACTED]	Beltsville	MD	20705	\$20,000.00
Nichols, Laura	[REDACTED]	Springfield	VA	22153	\$7,500.00
Norris-Towler, Delreo	[REDACTED]	Alexandria	VA	22301	\$12,500.00
Ottomanelli, Michael	[REDACTED]	Fairfax	VA	22032	\$51,540.00
Paik, Seung	[REDACTED]	Alexandria	VA	22301	\$52,000.00
Paul, Patricia	[REDACTED]	Alexandria	VA		\$35,000.00
Weiss, Elaine	[REDACTED]	Silver Spring	MD	20902	\$30,000.00
Reese, Kelli	[REDACTED]	Oakton	VA	22124	\$20,000.00
Robertson, Lauren	[REDACTED]	Silver Spring	MD	20902	\$5,000.00
Rudd, Francis	[REDACTED]	Fairfax Station	VA	22039	\$22,500.00
Ryan, Lorilei	[REDACTED]	Fairfax	VA	22030	\$1,000.00
Ryan, Cheryl	[REDACTED]	Falls Church	VA	22043	\$42,431.32
Ryan, Carolyn	[REDACTED]	Centreville	VA	20121	\$11,000.00
Slobodyanyuk, Nataliya	[REDACTED]	Herndon	VA	20170	\$37,793.00
Smyth, Sean	[REDACTED]	Fairfax	VA	22033	\$16,423.00
Stanton, Michael	[REDACTED]	Fairfax	VA	22032	\$10,000.00
Strothman, James	[REDACTED]	Falls Church	VA	22042	\$101,000.00
Townsend, Michael	[REDACTED]	Bristow	VA	20136	\$35,000.00
Trombley, Kevin	[REDACTED]	Vienna	VA	22182	\$27,500.00
Turner, Robert	[REDACTED]	Burke	VA	22015	\$1,000.00
VanRoekel, Daniel	[REDACTED]	Falls Church	VA	22043	\$30,000.00
Walters, Myrna	[REDACTED]	Alexandria	VA	22301	\$24,520.00
Weden, Charles	[REDACTED]	Arlington	VA	22201	\$55,000.00
Ziegler, Samuel	[REDACTED]	Clifton	VA	20124	\$14,800.00
Zuniga, Mariano	[REDACTED]	South Riding	VA	20152	\$10,500.00

**Total Loss:**

**\$2,546,357.32**

#### **10. Immunity from Further Prosecution in this District**

The United States will not further criminally prosecute the defendant in the Eastern District of Virginia for the specific conduct described in the information or statement of facts.

#### **11. Defendant's Cooperation**

The defendant agrees to cooperate fully and truthfully with the United States, and provide all information known to the defendant regarding any criminal activity as requested by the government. In that regard:

- a. The defendant agrees to testify truthfully and completely at any grand juries, trials or other proceedings.
- b. The defendant agrees to be reasonably available for debriefing and pre-trial conferences as the United States may require.
- c. The defendant agrees to provide all documents, records, writings, or materials of any kind in the defendant's possession or under the defendant's care, custody, or control relating directly or indirectly to all areas of inquiry and investigation.
- d. The defendant agrees that, upon request by the United States, the defendant will voluntarily submit to polygraph examinations to be conducted by a polygraph examiner of the United States' choice.
- e. The defendant agrees that the Statement of Facts is limited to information to support the plea. The defendant will provide more detailed facts relating to this case during ensuing debriefings.
- f. The defendant is hereby on notice that the defendant may not violate any federal, state, or local criminal law while cooperating with the government, and that the government will, in its discretion, consider any such violation in evaluating whether to file a motion for a downward departure or reduction of sentence.
- g. Nothing in this agreement places any obligation on the government to seek the defendant's cooperation or assistance.

## **12. Use of Information Provided by the Defendant Under This Agreement**

Pursuant to Section 1B1.8 of the Sentencing Guidelines, no truthful information that the defendant provides pursuant to this agreement will be used to enhance the defendant's guidelines range. The United States will bring this plea agreement and the full extent of the defendant's cooperation to the attention of other prosecuting offices if requested. Nothing in this plea agreement, however, restricts the Court's or Probation Office's access to information and records in the possession of the United States. Furthermore, nothing in this agreement prevents the government in any way from prosecuting the defendant should the defendant provide false, untruthful, or perjurious information or testimony or from using information provided by the defendant in furtherance of any forfeiture action, whether criminal or civil, administrative or judicial.

## **13. Prosecution in Other Jurisdictions**

The United States Attorney's Office for the Eastern District of Virginia will not contact any other state or federal prosecuting jurisdiction and voluntarily turn over truthful information that the defendant provides under this agreement to aid a prosecution of the defendant in that jurisdiction. Should any other prosecuting jurisdiction attempt to use truthful information the defendant provides pursuant to this agreement against the defendant, the United States Attorney's Office for Eastern District of Virginia agrees, upon request, to contact that jurisdiction and ask that jurisdiction to abide by the immunity provisions of this plea agreement. The parties understand that the prosecuting jurisdiction retains the discretion over whether to use such information.

**14. Defendant Must Provide Full, Complete and Truthful Cooperation**

This plea agreement is not conditioned upon charges being brought against any other individual. This plea agreement is not conditioned upon any outcome in any pending investigation. This plea agreement is not conditioned upon any result in any future prosecution which may occur because of the defendant's cooperation. This plea agreement is not conditioned upon any result in any future grand jury presentation or trial involving charges resulting from this investigation. This plea agreement is conditioned upon the defendant providing full, complete and truthful cooperation.

**15. Motion for a Downward Departure**

The parties agree that the United States reserves the right to seek any departure from the applicable sentencing guidelines, pursuant to Section 5K1.1 of the Sentencing Guidelines and Policy Statements, or any reduction of sentence pursuant to Rule 35(b) of the Federal Rules of Criminal Procedure, if, in its sole discretion, the United States determines that such a departure or reduction of sentence is appropriate.

**16. Payment of Taxes and Filing of Tax Returns**

The defendant consents to any motion by the United States under Rule 6(e)(3)(E) of the Federal Rules of Criminal Procedure, to disclose grand jury material to the Internal Revenue Service for use in computing and collecting the defendant's taxes, interest and penalties, and to the civil and forfeiture sections of the United States Attorney's Office for use in identifying assets and collecting fines and restitution. The defendant also agrees to file true and correct tax returns for the years 2002, 2003, 2004 and 2005 within sixty days and to pay all taxes, interest and penalties for the years 2002, 2003, 2004 and 2005 within a reasonable time in accordance

with a plan to be devised by the Probation Office. The defendant further agrees to make all books, records and documents available to the Internal Revenue Service for use in computing defendant's taxes, interest and penalties for the years 2002, 2003, 2004 and 2005.

#### **17. Breach of the Plea Agreement and Remedies**

This agreement is effective when signed by the defendant, the defendant's attorney, and an attorney for the United States. The defendant agrees to entry of this plea agreement at the date and time scheduled with the Court by the United States (in consultation with the defendant's attorney). If the defendant withdraws from this agreement, or commits or attempts to commit any additional federal, state or local crimes, or intentionally gives materially false, incomplete, or misleading testimony or information, or otherwise violates any provision of this agreement, then:

- a. The United States will be released from its obligations under this agreement, including any obligation to seek a downward departure or a reduction in sentence. The defendant, however, may not withdraw the guilty plea entered pursuant to this agreement;
- b. The defendant will be subject to prosecution for any federal criminal violation, including, but not limited to, perjury and obstruction of justice, that is not time-barred by the applicable statute of limitations on the date this agreement is signed. Notwithstanding the subsequent expiration of the statute of limitations, in any such prosecution, the defendant agrees to waive any statute-of-limitations defense; and
- c. Any prosecution, including the prosecution that is the subject of this agreement, may be premised upon any information provided, or statements

made, by the defendant, and all such information, statements, and leads derived therefrom may be used against the defendant. The defendant waives any right to claim that statements made before or after the date of this agreement, including the statement of facts accompanying this agreement or adopted by the defendant and any other statements made pursuant to this or any other agreement with the United States, should be excluded or suppressed under Fed. R. Evid. 410, Fed. R. Crim. P. 11(f), the Sentencing Guidelines or any other provision of the Constitution or federal law.

Any alleged breach of this agreement by either party shall be determined by the Court in an appropriate proceeding at which the defendant's disclosures and documentary evidence shall be admissible and at which the moving party shall be required to establish a breach of the plea agreement by a preponderance of the evidence. The proceeding established by this paragraph does not apply, however, to the decision of the United States whether to file a motion based on "substantial assistance" as that phrase is used in Rule 35(b) of the Federal Rules of Criminal Procedure and Section 5K1.1 of the Sentencing Guidelines and Policy Statements. The defendant agrees that the decision whether to file such a motion rests in the sole discretion of the United States.

#### **18. Nature of the Agreement and Modifications**

This written agreement constitutes the complete plea agreement between the United States, the defendant, and the defendant's counsel. The defendant and his attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than

those set forth in writing in this plea agreement, to cause the defendant to plead guilty. Any modification of this plea agreement shall be valid only as set forth in writing in a supplemental or revised plea agreement signed by all parties.

Paul J. McNulty  
United States Attorney

By: Robert C. Erickson  
Robert C. Erickson  
Assistant United States Attorney

APPROVED:

Jack Hanly  
Jack Hanly  
Name of Approving Supervisor

Date of Approval:

10-3-05

Defendant's Signature: I hereby agree that I have consulted with my attorney and fully understand all rights with respect to the pending criminal indictment information. Further, I fully understand all rights with respect to 18 U.S.C. § 3553 and the provisions of the Sentencing Guidelines Manual that may apply in my case. I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand this agreement and voluntarily agree to it.

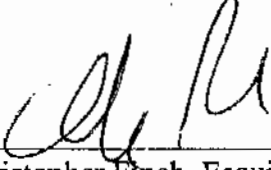
Date: 10/3/05

Craig J. Oliver  
Craig J. Oliver  
Defendant

Defense Counsel Signature: I am counsel for the defendant in this case. I have fully explained to the defendant the defendant's rights with respect to the pending information. Further, I have reviewed 18 U.S.C. § 3553 and the Sentencing Guidelines Manual, and I have fully explained to the defendant the provisions that may apply in this case. I have carefully reviewed every part of this plea agreement with the defendant. To my knowledge, the defendant's decision to enter into this agreement is an informed and voluntary one.

Date:

10/2/05

  
\_\_\_\_\_  
Christopher Finch, Esquire  
Counsel for Defendant



U.S. Department of Justice

United States Attorney

Eastern District of Virginia

2100 Jamieson Avenue (703)299-3700  
Alexandria, Virginia 22314

October 3, 2005

Christopher Finch, Esquire  
4120 Leonard Drive  
Fairfax, Virginia 22030

Re: United States v. Craig J. Oliver

Dear Mr. Finch:

This is to confirm our conversations regarding your client, Craig J. Oliver. It is our understanding that Mr. Oliver intends to accept the government's current plea offer and enter a plea of guilty on October 3, 2005. If Mr. Oliver's plea is accepted by the court, the United States will not pursue criminal charges against Jennifer L. Oliver.

Sincerely,

Paul J. McNulty  
United States Attorney

By: Robert C. Erickson  
Robert C. Erickson  
Assistant United States Attorney